

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527832

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMERILIFE GROUP, LLC		06/13/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	5114843	ABA
Registration Number:	4729349	AGENT BENEFIT ASSOCIATION
Registration Number:	4973523	AGENT UNIVERSITY
Registration Number:	5367223	AGENT XCELERATOR
Registration Number:	5377572	AGENT XCELERATOR
Registration Number:	3751936	AMERILIFE
Registration Number:	4348873	AMERILIFE
Registration Number:	3707470	AMERI-LIFE
Registration Number:	4337582	AMERILIFE
Registration Number:	4416853	AMERILIFE
Registration Number:	2749943	AMERILIFE
Registration Number:	4973533	AU AGENT UNIVERSITY POWERED BY: AMERILIF
Registration Number:	4998737	INSURANCE MARKETING FOR AGENTS! WE'RE NO
Registration Number:	5114842	LIFE DOESN'T WAIT. WHY SHOULD YOU?
Registration Number:	4641319	NAVIGATING THE WAY FROM CONCEPT TO MARKE
Registration Number:	4641320	NAVIGATING THE WAY FROM CONCEPT MARKETPL
Registration Number:	5181886	RATESOURCEONE

OP \$565.00 5114843

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5205214	RATESOURCEONE
Registration Number:	5365240	SILVER KEY
Registration Number:	4998738	WE'RE NOT JUST ANY INSURANCE MARKETING C
Registration Number:	4848134	YOUR INSURANCE MARKETING COMPANY
Serial Number:	88054432	BENEFITSDIRECT

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1095647 K1
NAME OF SUBMITTER:	Elizabeth Wagenbach
SIGNATURE:	/Elizabeth Wagenbach/
DATE SIGNED:	06/14/2019

Total Attachments: 6
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**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of June 13, 2019, made by AMERILIFE GROUP, LLC, a Delaware limited liability company (the “Grantor”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (the “Agent”) for the Lenders that are parties to the First Lien Credit Agreement, dated as of June 13, 2019, by and among AmeriLife Midco LLC, AmeriLife Group, LLC (the “Borrower”), the Lenders and the Administrative Agent (as amended, supplemented, waived or otherwise modified from time to time, the “First Lien Credit Agreement”).

WHEREAS, pursuant to the First Lien Credit Agreement, the Lenders have severally agreed, among other things, to make loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the First Lien Credit Agreement, the Grantor, the Borrower and the other parties thereto have executed and delivered a Security Agreement, dated as of June 13, 2019, in favor of the Agent (together with all amendments, supplements, waivers and other modifications, if any, from time to time thereafter made thereto, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the First Lien Credit Agreement and the Security Agreement.

2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that it granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in (subject only to Liens permitted under the First Lien Credit Agreement) and to all Trademarks now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest, including without

limitation those Trademarks set forth on Schedule I hereto and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the foregoing as collateral security for the prompt and complete payment and performance when due (whether as stated maturity, by acceleration or otherwise) of the Guaranteed Obligations; provided, however, that no security interest is granted in any Excluded Property.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the First Lien Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Counterparts. This Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AMERILIFE GROUP, LLC

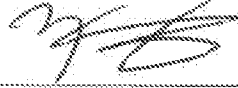
By: 
Name: James Quinn
Title: Chief Financial Officer

[Signature Page to First Lien Notice and Confirmation of Grant of Security Interest in Trademarks --
AmeriLife Group, LLC]

TRADEMARK
REEL: 006670 FRAME: 0125

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,
as Collateral Agent

By: 
Name: Doreen Barr
Title: Authorized Signatory

By: 
Name: Komal Shah
Title: Authorized Signatory

[Signature Page to Notice and Confirmation of Grant of First Lien Security Interest in Trademarks]

SCHEDULE I

Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ABA	86/086,107	October 8, 2013	5,114,843	January 3, 2017
Agent Benefit Association	86/086,104	October 8, 2013	4,729,349	April 28, 2015
Agent University	86/030,192	August 6, 2013	4,973,523	June 7, 2016
Agent Xcelerator	86/844,069	December 9, 2015	5,367,223	January 2, 2018
Agent Xcelerator & Design	86/844,081	December 9, 2015	5,377,572	January 16, 2018
AmeriLife	77/781,337	July 15, 2009	3,751,936	February 23, 2010
AmeriLife	85/577,219	March 22, 2012	4,348,873	June 11, 2013
Ameri-Life	77/477,997	May 19, 2008	3,707,470	November 10, 2009
AmeriLife & Design	85/660,822	June 25, 2012	4,337,582	May 21, 2013
AmeriLife & Design (Color Version)	85/660,827	June 25, 2012	4,416,853	October 15, 2013
AmeriLife (Stylized)	76/448,776	September 12, 2002	2,749,943	August 12, 2003
AU Agent University Powered by AmeriLife & Design	86/049,294	August 27, 2013	4,973,533	June 7, 2016
Insurance Marketing For Agents! We're Not Just Any Insurance Marketing Company. We're Your Insurance Marketing Company!	86/251,643	April 14, 2014	4,998,737	July 12, 2016
Life Doesn't Wait. Why Should You?	86/086,103	October 8, 2013	5,114,842	January 3, 2017
Navigating The Way From Concept To Marketplace	86/277,296	May 9, 2014	4,641,319	November 18, 2014
Navigating The Way From Concept To Marketplace & Design	86/277,298	May 9, 2014	4,641,320	November 18, 2014
RateSourceOne	86/043,129	August 20, 2013	5,181,886	April 11, 2017
RateSourceOne & Design	86/043,124	August 20, 2013	5,205,214	May 16, 2017

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Silver Key	86/251,660	April 14, 2014	5,365,240	December 26, 2017
We're Not Just Any Insurance Marketing Company. We're Your Insurance Marketing Company!	86/251,651	April 14, 2014	4,998,738	July 12, 2016
Your Insurance Marketing Company	86/251,656	April 14, 2014	4,848,134	November 3, 2015

Trademark Applications

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>
Benefits Direct	88,054,432	July 26, 2018